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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SNOHOMISH

TAE YON KIM,
Plaintiff,

vs.

JEFFREY DEAN, DEBORAH M. DEAN, and
the marital community composed of JEFFREY
DEAN and DEBORAH M. DEAN,

Defendants.

NO. 01-2-10500-9

AMENDED COMPLAINT

Plaintiff Tae Yon Kim asserts claims against Defendants Jeffrey Dean, Deborah M. Dean, and the marital community composed of Jeffrey Dean and Deborah M. Dean, as follows.

PARTIES, JURISDICTION, & VENUE

1. Tae Kim is a married man and a resident of Snohomish County, Washington.
2. Jeffrey Dean and Deborah M. Dean are husband and wife and are residents of Snohomish County, Washington. In regard to the actions stated below, they each acted for the benefit of their marital community.
3. Jurisdiction and venue are proper in this Court because the defendants are residents of Snohomish County, Washington.

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FACTS

4. In 1995, Tae Kim began working at Spectrum Print & Mail Services, Ltd. ("Spectrum"), a Delaware corporation with its principal place of business in Snohomish County, Washington. Spectrum performed variable data printing, high-speed data merging, and other tasks for organizations that needed database management. Much of Spectrum's work supported government jurisdictions in preparing for voting or processing ballots. According to Deborah Dean, Jeffrey Dean never owned any portion of Spectrum and she was the sole owner until another company bought Spectrum in 2000. *See infra* ¶ 6. Yet Mr. Dean held himself out as both the owner and manager of Spectrum. The corporate documents were likely in Mrs. Dean's name alone due to Mr. Dean's felony record and a large tax lien against Mr. Dean by the Internal Revenue Service.

5. Mr. Kim played an active role in almost all of Spectrum's projects. He worked long hours and provided technical skills and expertise essential to Spectrum's survival. Throughout Mr. Kim's employment at Spectrum, Mr. Dean praised Mr. Kim. He often referred to Mr. Kim as "employee number one." In addition, Mr. Dean often told Mr. Kim that Mr. Kim would benefit from the company's success. Mr. Dean told Mr. Kim that he would receive stock or stock options and that Mr. Kim was "vested."

6. In the fall of 2000, Global Election Systems, Inc. ("Global"), a Delaware corporation, purchased Spectrum from the Deans. Global paid 1,600,000 shares in Global, \$600,000 in cash, and \$1,000,000 in a promissory note(s). At least \$2,146,000 of the purchase price was for Spectrum's "goodwill." In the spring of 2000, Mr. Dean promised Mr. Kim that Mr. Kim would receive a portion of the price Global paid for Spectrum.

1 7. Mr. Dean and Spectrum should reasonably have expected their promises to Mr. Kim to
2 cause Mr. Kim to rely on their promises. Mr. Kim did rely on their promises and stayed at Spectrum
3 instead of taking employment elsewhere.

4 8. Mr. Dean became an executive vice-president at Global. For a while, Global continued
5 to run Spectrum as a separate company. Later Global converted Spectrum's Snohomish County,
6 Washington office into a Global branch in Snohomish County. Mr. Dean supervised that branch.

7 9. On November 19, 2000, Mr. Dean terminated Mr. Kim's employment.

8 10. Mr. Kim did not receive any stock in, or options to purchase stock in, either Spectrum
9 or Global. Other employees who had been at Spectrum less time than Mr. Kim received such stock or
10 stock options. Mr. Kim did not receive any additional compensation as a result of Global's purchase
11 of Spectrum.

12 11. Through his work at Spectrum, Mr. Kim added value, expertise, and goodwill that
13 benefited Spectrum and the Deans. Spectrum and the Deans knew of the value, expertise, and
14 goodwill because they relied upon and praised Mr. Kim's success and hard work. Spectrum and the
15 Deans accepted the value, expertise, and goodwill that Mr. Kim contributed without compensating him
16 for them.

17 **FIRST CAUSE OF ACTION: UNJUST ENRICHMENT**

18 12. Mr. Kim realleges Paragraphs 1 through 11.

19 13. It would be inequitable for the Deans to retain the benefits conferred upon them and
20 Spectrum without paying Mr. Kim for the value of those benefits. The Deans have been unjustly
21 enriched by Mr. Kim's hard work and expertise including, without limitation, the compensation the
22 Deans received when Global bought Spectrum from the Deans. The Deans have a duty to reimburse
23 Mr. Kim.

